

A. G. Contract No. KR93 0847TRN
ADOT ECS File: JPA 93-74
Project: F-025-01-527/HX044 01C
Section: SR-89 @ Copper Basin Road

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PRESCOTT**

THIS AGREEMENT is entered into 23 JULY, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF PRESCOTT, acting by and through its MAYOR and CITY
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to construct, operate and
maintain a new traffic signal light warranted on State Route 89
at the intersection of Copper Basin Road, at an estimated cost of
\$100,000.00, hereinafter referred to as the Project, for the
safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>20888</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>07/23/96</u>
<u>Jane & Lee Hull</u> Secretary of State
By <u>Vicky Huernwood</u>

II. SCOPE OF WORK

1. The City will:

a. Provide to State standards design plans, specifications and such other documents required for construction bidding and construction. Incorporate State review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for the cost of any associated intersection improvements aside from the signal, and for fifty percent (50%) of the costs associated with the Project. Be responsible for any contractor claims for extra compensation attributable to the City.

c. When the Project is complete and functional, invoice the State for fifty percent (50%) of the cost of the Project, in an amount estimated at \$50,000.00, and provide electrical energy.

2. The State will:

a. Review the design documents, provide comments as appropriate, and approve the final plans. Be responsible for any contractor claims for extra compensation attributable to the State.

b. Reimburse the City for fifty percent (50%) of the cost of the Project, in an amount estimated at \$50,000.00, within 30 days after receipt and approval of an invoice.

c. Upon completion and acceptance by the City, provide traffic signal maintenance.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Prescott
City Manager
PO Box 2059
Prescott, AZ 86302

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PRESCOTT

STATE OF ARIZONA

Department of Transportation

By Louis E. Franyi
LOUIS E. FRANYI
Mayor Pro Tem

By [Signature]
State Traffic Engineer

ATTEST

By Marie L. Watson
MARIE WATSON
City Clerk

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JPA 93-73

RESOLUTION

BE IT RESOLVED on this 10th day of May 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Prescott for the purpose of defining responsibilities for the design, construction and maintenance of a warranted traffic signal on SR-89 at the intersection of Copper Basin Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

for Mary E. Litus
LARRY S. BONINE
Director

RESOLUTION NO. 2895

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR SIGNALIZATION OF THE INTERSECTION OF STATE ROUTE 89 AND COPPER BASIN ROAD.

WHEREAS, the State of Arizona Department of Transportation has exclusive jurisdiction for the maintenance and signalization of state highways, including State Route 89; and

WHEREAS, the City of Prescott maintains Copper Basin Road that intersects with State Route 89 within the corporate limits of the City of Prescott; and

WHEREAS, the parties wish to enter into an agreement to share in the cost of installation of the signalization device and incident construction costs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the City of Prescott hereby approves the attached Intergovernmental Agreement with the State of Arizona Department of Transportation to share in the cost of installation of the signalization of the intersection of State Route 89 and Copper Basin Road and the incident construction costs, attached hereto as Exhibit "A".

SECTION 2. THAT, the Mayor and staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 25th day of JUNE, 1996.

Louis E. Franyo
LOUIS E. FRANYO, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:


Marie L. Watson
MARIE L. WATSON, City Clerk

John R. Moffitt
JOHN R. MOFFITT, City Attorney

APPROVAL OF THE PRESCOTT CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PRESCOTT and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 26th day of JUNE, 1996.



City Attorney



TRN Main: 542-1680
Direct: 542-8837
Fax: 542-3646

STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE: 542-5025
TELECOPIER: 542-4085

INTERGOVERNMENTAL AGREEMENT **DETERMINATION**

A.G. Contract No. KR93-0847-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 18th day of July, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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